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Attorneys for Defendant,
 PROFESSIONAL SECURITY CONSULTANTS

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA - SAN JOSE DIVISION

THOMAS VAN ZANDT,

Plaintiff,

vs.

CITY OF SAN JOSE, DANIEL PFEIFER, MARK
 NATIVIDAD, ANTHONY WEIR, OFFICER
 HIGGINS, Individually and as Employees of the
 CITY OF SAN JOSE, WESTFIELD LLC.,
 PROFESSIONAL SECURITY CONSULTANTS,
 and Does 1-10, Inclusive,

Defendants.

Case No.: 5:07-CV-04987-JF

**PROFESSIONAL SECURITY
 CONSULTANTS' INITIAL
 DISCLOSURE STATEMENT
 (FRCP 26)**

Complaint Filed: September 26, 2007

Initial Disclosure Statement

Pursuant to FRCP Rule 26(a)(1) and (e), Defendant, Professional Security Consultants,
 submits its Initial Disclosure Statement. Where applicable, copies of the documents listed herein
 are attached.

(1) Initial Disclosures.

(A) The name and, if know, the address and telephone number of each individual likely to
 have discoverable information that the disclosing party may use to support its claims or defenses,

1 unless solely for impeachment, identifying the subjects of the information:

2 (i.) Plaintiff, Thomas Van Zandt, concerning nature and circumstances
3 surrounding the subject incident, pre-existing medical conditions and alleged injuries caused by the
4 subject incident.

5 (ii.) Professional Security Consultants' employees and former employees: Alex
6 Castillo, Daniel Garcia, Richard Lucero, and Mark McNicoll, Ryan Scott, Henry Mestaz, and
7 Corrisa. Hulick. These employees will testify concerning nature and circumstances surrounding the
8 subject incident; removal of Plaintiff from his vehicle; questioning of the Plaintiff; information
9 provided from Target Asset Protection employees; directions and instructions provided to the
10 Defendants to investigate the subject incident; interaction with the individuals who made the
11 complaint against Plaintiff; interaction with and questioning of Plaintiff's children; and training,
12 education, supervision of Defendant's employees. These individuals may be contacted through
13 defense counsel, Manning & Marder, Kass, Ellrod, Ramirez, regarding the subject incident.

14 (iii.) John Best, employee of Defendant Westfield LLC, who may be contacted
15 through his defense counsel Nelson, Perlov & Lee, regarding the nature and circumstances
16 surrounding the subject incident.

17 (iv.) Defendants San Jose Police Department Officers: Daniel Pfeifer, Mark
18 Natividad, Anthony Weir and Officer Higgins regarding the nature and circumstances surrounding
19 the subject incident, interaction with and questioning of the Plaintiff; interaction with and the
20 questioning of Plaintiff's children; interaction with the individuals who made the complaint against
21 Plaintiff; and training, education, supervision of San Jose Police Officers;

22 (v.) Complainants: Samantha Fien and a woman identified as "Sherry" regarding
23 the nature and circumstances surrounding the subject incident; observations of the actual events
24 occurring at Target bathroom; information provided to Target Asset Protection employees and othe
25 Defendants; and interaction with other Defendants..

26 (vi.) Target employees: Danielle DeMay, James Loehr and Saul Moru, and Target
27 general services team leader Anna regarding the nature and circumstances surrounding the subject
28 incident, information received from Complainants; information provided to other Defendants; and

1 interaction with other Defendants;

2 (vii.) Any other witness whose names, addresses and telephone numbers are
3 discovered by the parties either through discovery documents produced or through any investigation
4 conducted by any of the parties. If any such witnesses are discovered, defendant's attorneys will
5 inform plaintiff's counsel of said witnesses' names, addresses and telephone numbers.

6 (viii.) Any and all expert medical witnesses chosen by defendant, including any
7 medical expert chosen to conduct a physical examination of plaintiff, Thomas Van Zandt, and
8 review his medical records, and who defendant decides to have testify in this case. When the
9 names, addresses and telephone numbers of said medical witnesses are ascertained, and when
10 required to produce information regarding them, counsel will meet and confer regarding such
11 discovery and produce such information that is not protected by privileges against disclosure.

12 (ix.) Any and all expert witnesses chosen by defendant, including any
13 expert chosen by plaintiff, to testify regarding the reasonableness of the use of force by Defendants.

14 (B) A copy of, or a description by category and location of, all documents [1] electronically
15 stored information, and tangible things that are in the possession, custody and control of the party
16 and that the disclosing party may use to support its claims or defenses, unless solely for
17 impeachment:

18 (i.) Defendant Professional Security Consultants has a confidential, privileged
19 incident report and supplemental narratives prepared in anticipation of litigation for which it claims
20 the attorney-client privilege. At this time, Professional Security Consultants does not intend to
21 waive the privilege to use it to support its claims or defenses.

22 (ii.) All parties have a copy of the video surveillance depicting the events which
23 occurred around the Target bathroom and hallway on the date of the subject incident. The site of the
24 incident is equally available for inspection by the plaintiff.

25 (iii.) Defendant intends to subpoena all medical treatment and billing records of
26 plaintiff as a result of the incident as well as plaintiff's medical history.

27 (iv.) San Jose Police Department Police Report and its attachments.

28 (v.) Target Corporation's Incident Report dated November 27, 2006.

1 (vi.) Investigation is continuing. Defendant reserves its rights to rely on other
2 relevant documents. When such documents are ascertained, and when required to produce
3 information regarding them, counsel will meet and confer regarding such discovery and produce
4 such documents that is not protected by privileges against disclosure.

5 (C) A computation of any category of damages claimed by the disclosing party, making
6 available for inspection and copying as under Rule 34 the documents or any other
7 evidentiary material, not privileged or protected from disclosure, on which such computation is
8 based, including materials bearing on the nature and extent of injuries suffered: Not applicable,
9 defendant is not making any claim for damages.

10 (D) For inspection and copying as under Rule 34 any insurance agreement under which
11 any person carrying on an insurance business may be liable to satisfy part or all of the judgment
12 which may be entered in the action or to indemnify or reimburse for payments made to satisfy the
13 judgment: Defendant is self insured in an amount sufficient to cover the potential value of this
14 claim. The coverage is with: Lexington Insurance Company. The policy is administrated by:
15 Vericclaim, 1833 Center Point Circle Suite 139, Naperville, Illinois 60563, policy number 6761087.
16 A copy of the Declaration page for said policy is attached.

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Certificate of Disclosure

I, Sejal Ojha, declarant, certify that to the best of my knowledge, information and belief, formed after inquiry that is reasonable under the circumstances, the disclosure herein is complete and correct as of the time it is made.

Executed on April 3, 2008 at San Francisco, California.

Dated: April 3, 2008

**MANNING & MARDER
KASS, ELLROD, RAMIREZ LLP**

By: 

Sejal Ojha
Kenneth S. Kawabata

Attorneys for Defendant,
**PROFESSIONAL SECURITY
CONSULTANTS**

LEXINGTON INSURANCE COMPANY
 Administrative Offices: 100 Summer Street, Boston, Massachusetts 02110-2103
 (hereinafter called the Company)

GUARD SECURESM
 Security Guard General and Professional Liability Insurance

Declarations

THIS IS A OCCURRENCE POLICY. PLEASE READ THIS POLICY CAREFULLY

RECEIVED

NOV 17 2006

Retention at Risk

Policy No.: 6761087

Renewal Of: 4142215

ITEM 1. **Named Insured:** PROFESSIONAL SECURITY CONSULTANTS

Address: 11454 SAN VINCENTE, 2ND FLOOR
 LOS ANGELES CA 90049

ITEM 2. **Policy Period:** From: 10/22/06 To: 10/22/07
 at 12:01 A.M. standard time at the address of the named Insured stated above.

ITEM 3. **Limits of Insurance:**
 (includes Claims Expenses)

Each Occurrence, Wrongful Act or Offense Limit: \$ 10,000,000
 Damage to Premises Rented to You Limit: \$
 Aggregate Limit: \$ 10,000,000

ITEM 4. **Deductible/Self-Insured Retention:** Each Claim \$ 250,000
 (per occurrence or wrongful act.)

ITEM 5. **Premium:**

<u>Estimated Exposure</u>	<u>Rating Base</u>	<u>Rate</u>	<u>Audit Period</u>
\$29,000,000	PAYROLL	\$10.50	NOT AUDITABLE
A. Advance Premium		\$ 304,500	
B. Annual Minimum Premium		\$ 304,500	
C. Minimum Earned Premium At Inception		\$ 76,125	

ITEM 6. **Retroactive Date:** / /

ITEM 7. **Extended Reporting Period:** months at % of the total annual premium.

By acceptance of the policy the Insured agrees that the statements in the Declarations and the Application and any attachments hereto are the Insured's agreement and representation and that this policy embodies all agreements between the Insured and the Company or any of its representatives relating to this insurance.



Authorized Representative OR
 Countersignature (In states where applicable)